



ENVIRONMENTAL MANAGEMENT AND RESOURCE CONSULTANTS, INC.
30 Stephen Street • Lemont, Illinois 60439 • Phone 708. 257. 9357 • Fax 708. 257. 1650

May 10, 1995

Dr. Barbara Carr
SPCC Coordinator
USEPA Region V (HSE-5J)
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

US EPA RECORDS CENTER REGION 5



461032

RE: Service Welding and Ship Building, Lemont, Illinois

Dear Dr. Carr:

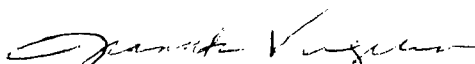
In response to the correspondence received by Service Welding and Ship Building from the United State Environmental Protection Agency dated May 2, 1995 regarding the request for information pursuant to Sections 311 and 308 of the Clean Water Act, 33 U.S.C. Sec. 1321 and 1318, ENMARC, on behalf of Service Welding is providing the enclosed information:

- Attachment 1: Specific responses to the questions presented in the above referenced USEPA request, including a signed affidavit by Mr. Dennis Egan, owner of Service Welding;
- Attachment 2: Documentation of the completion of additional activities regarding the plant's SPCC requirements, specifically the re-location of several of the storage tanks to the recently installed concrete secondary containment system;
- Attachment 3: Copy of a signed contract demonstrating the employment of ENMARC to prepare and submit an NPDES Stormwater Discharge Permit for waters that accumulate within the storage tank's secondary containment structures which are discharged to the Chicago Sanitary and Ship Canal.

The enclosed letter represents not only a response to the 5/2/95 USEPA's request for information under the Clean Water Act, but also demonstrates the continued efforts by Service Welding to ensure compliance with the applicable SPCC and related regulations. As indicated in prior correspondence, Service Welding will continue to provide documentation to USEPA of the facility's progress as further upgrades are implemented throughout the course of this project. Again, at such time that all of the upgrades are completed, a revised, independently certified SPCC plan will be submitted to USEPA.

Should you have any further questions regarding the enclosed, feel free to contact the undersigned @ (708)257-9357, or Mr. Dennis Egan, President, EMC @ (708)739-0947.

Sincerely,


Jeanette Virgilio, President

cc: Mr. Dennis Egan, EMC, P.O. Box 669, Lemont, IL 60439

ATTACHMENT 1:

Service Welding's Response to 5/2/95 USEPA Correspondence/Request for
Information Pursuant to Sections 311 and 308 of the Clean Water Act

Responses to USEPA Requests:

Questions Regarding oil tank containment area:

1. *How was oil, water, or oil and water mixtures that accumulated in the oil tank storage containment area handled, treated, stored or disposed of before the installation of the oil/water separator?*

Prior to the installation off the oil/water separator, any product (oil) that accumulated in the containment area due to spillage would be recovered utilizing a portable pump and transferred back into a storage tank. Residuals would be removed by means of absorbent pads (or booms) and the remaining stormwater would be discharged into the Chicago Sanitary and Ship Canal.

2. *Were oil, water, or oil and water mixtures ever discharged into the Sanitary Drainage and Ship Canal? If so, specify the frequency and estimated quantity of discharge?*

Stormwater has been discharged into the Chicago Sanitary and Ship Canal. To the best of Service Welding's knowledge, no considerable quantities of product over deminimus that may have come in contact with stormwaters have ever been discharged into the Canal. Due to the volume of stormwater discharged being contingent upon the number and duration of rain events, Service Welding cannot estimate the frequency or volume of stormwater discharged into the Canal because of the lack of records available regarding the total rainfall amount for each storm event that has occurred during the operation of this plant.

Furthermore, the primary oil product stored on-site consists of an "edible-grade" vegetable-based (soybean) food stock, commonly known as soapstock. A copy of the Material Safety Data Sheet representing the ingredients of this product has been previously submitted to the USEPA (refer to Service Welding submittal dated 2/15/95). The non-hazardous nature of this product indicates that releases or spills associated with the storage and transfer of this product, and the deminimus quantities that may be present in stormwater discharges, do not have a high potential for environmental impact.

Affidavit Statement

I, Dennis Egan, owner of Service Welding and Ship Building, hereby certify that to the best of my knowledge and belief the enclosed responses to USEPA's "Request for Information Pursuant to Sections 311 and 308 of the Clean Water Act, 33 U.S.C Section 1321 and 1318", as outlined above are true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Signature

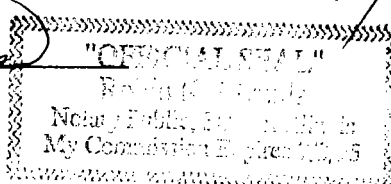
Date

MAY 10, 1995

Notary

Subscribed and sworn to me before this 10th day of May, 1995

Notary Public



ATTACHMENT 2:

Documentation of Continuing SPCC Upgrades



Relocation Of Storage Tanks To Concrete
Secondary Containment Area

SERVICE WELDING & SHIP BUILDING
NE CANAL BANK ROAD
LEMONT, ILLINOIS

Page 1 of 1

PHOTOS TAKEN:
4/24/95

ENMARC

LEMONT, ILLINOIS

ATTACHMENT 3:

Copy of Contract w/ENMARC for NPDES Permitting Services



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PROPOSAL

This Proposal is Expressly Limited to the Terms of Quotation Printed on the Reverse Side of this Form.

Client:
Service Welding and Ship
Building (Egan Marine)
P.O. Box 669
Lemont, Illinois 60439

Contact: Mr. Dennis Egan
Phone: (708)739-6660
Fax: (708)739-4455

Quotation #: 95-244
Date: 5/09/95
Payment Terms: Net Upon
Receipt of Invoices

Site Location: SERVICE WELDING AND SHIPBUILDING, NE CANAL BANK ROAD, LEMONT, ILLINOIS

Scope of Service:

ENvironmental Management And Resource Consultants, Inc. (ENMARC), is pleased to provide Service Welding and Ship Building with a quotation for the following services:

Environmental Permitting Services:

ENMARC will prepare and submit an NPDES Stormwater Permit application for the stormwater discharge generated at the above referenced facility for review by the Illinois Environmental Protection Agency's Division of Water Pollution Control, Industrial Discharges Permit Section.

The enclosed cost does not reflect any sampling or analysis that may be necessary to obtain the permit. These costs will be subject to separate proposal.

Cost: \$ 2,000.00

This project will be billed on a time and materials rate. (Based upon the amount of hours that are estimated for this project, a total maximum cost of \$2,000.00 is anticipated. ENMARC will not exceed this total cost without prior approval from Service Welding.).

If Service Welding is in agreement with the scope of services, estimated costs and standard terms and conditions provided under this proposal, please sign the acknowledgement section of the proposal.

ACKNOWLEDGEMENT

Service Welding and Ship Building is in agreement with the scope of services, estimated costs and standard terms and conditions identified herein as **Proposal 95-244**, and hereby authorize ENMARC to initiate the scope of services upon receipt of this signed acknowledgement.

Accepted by (Name/Title): Dennis Egan / PRESIDENT

Date: 5/10/95

Signature: Dennis Egan

TERMS OF QUOTATION

1. ENGINEERING/CONSULTING SERVICES.

- 1.1 **DESCRIPTION OF SERVICES.** A description of the services as requested by the Customer to be provided by Environmental Management And Resource Consultants, Inc. (herein after referred to as **ENMARC**) is set forth in the scope of services outlined in the proposal incorporated herein.
- 1.2 **ACCESS TO PREMISES** Customer grants **ENMARC**, its agents and employees, while providing service, reasonable access to Customer's premises. Environmental Management agrees to comply with reasonable safety standards submitted by the Customer while on the Customer's premises.
- 1.3 **PERFORMANCE OF SERVICES.** For safety and compliance purposes, **ENMARC** will performed the services outlined in the attached proposal in accordance with all applicable local, State and Federal regulations. The client and/or representing agents, or independently contracted personnel present during the performance of the service proposed herein, will be responsible for complying with all applicable safety and regulatory standards.
- 1.4 **CHANGE IN SCOPE OF SERVICES.** Customer agrees that all services to be provided under the terms of this quotation shall conform to the description of the scope of services described herein and that no change shall be made in such services without reasonable prior notice to **ENMARC**. The customer will provide all available information regarding site conditions to **ENMARC**, and save and hold **ENMARC** harmless from any liability in the event of any unknown site conditions, or changes in known site conditions present without notice to **ENMARC**. If site conditions change, or the customer requests or requires additional services beyond those described herein, **ENMARC** shall provide the client with a revised scope of services, and associated cost proposal.
2. **FEES.** All prices set forth in this quotation shall be effective for thirty (30) days. Thereafter, prices may be subject to review and adjustment upon sixty (60) day written notice to reflect any labor, materials and expense cost changes to **ENMARC**.
3. **PAYMENT.** Payment shall be net due upon receipt of invoice.
4. **FORCE MAJEURE.** Any delay or failure of **ENMARC** in the performance of its required obligations shall be excused if and to the extent caused by acts of God, strike, fire, flood, windstorm, explosion, riot, war, sabotage, and cause or causes beyond its reasonable control.
5. **INDEMNIFICATION.** Customer agrees to defend, indemnify, save and hold harmless **ENMARC**, its affiliated companies and its and their officers and employees, against all losses, liabilities, damages, injuries, claims, demands, and connections with respect to the existing site conditions during completion of the proposed scope of services which is the subject of this quotation/contract.
6. **ENTIRE AGREEMENTS.** The entire agreement is contained herein. There are no other promises, representations, or warranties affecting this quotation and any other or different terms or conditions in any purchase order issued or considered hereunder shall be deemed null and void.